

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 41
2. Contract No.		3. Solicitation No. DAAA09-03-R-0161		4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ JMC AMSJM-CCA-R ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52PLJ	8. Address Offer To (If Other Than Item 7) HQ JMC CONTRACTING & PARC CENTER ATTN AMSJM-CC ROCK ISLAND, IL 61299-6000		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSJM-CC BLDG 350 CONTRACTING CTR until _____ (hour) local time _____ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JAN TEDELL E-mail address: TEDELLJ@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3587
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) SCD PAS ADP PT		25. Payment Will Be Made By	
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Waterlviet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
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(End of clause)

(AS7000)

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- A-552.252-4500FULL TEXT CLAUSESOSCSEP/1997
1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***) .
 2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aaais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
 3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>FEASIBILITY STUDY</u>				\$ _____
	SECURITY CLASS: Unclassified				
	CONTRACTOR SHALL PERFORM IN ACCORDANCE WITH C.1 STATEMENT OF WORK. EFFORT WILL BE CONSIDERED COMPLETE WITH DELIVERY OF FORTY (40) EACH M864 PROJECTILES PER C.5.9., FIFTY (50) EACH M864 PROJECTILES PER C.5.10, AND FINAL REPORT CDRL A001.				
	(End of narrative B001)				
	(End of narrative C001)				
0002	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				
	001 0 0270				
0002	<u>DATA ITEM</u>			\$ ** NSP **	\$ ** NSP **
	SECURITY CLASS: Unclassified				
	CONTRACTOR WILL PREPARE AND DELIVER THE TECHNICAL DATA IN ACCORDANCE WITH THE REQUIREMENTS, QUANTITIES, AND SCHEDULES SET FORTH IN THE CONTRACT DATA REQUIRMENT LIST (DD FORM 1423) EXHIBIT A				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work

C.1.1 Scope

This Statement of Work (SOW) defines the activities to explore the feasibility of downloading the Projectile, 155mm: Extended Range, Dual Purpose (DP), M864, retrofitting downloaded grenades with Self-Destruct Fuzes (SDFs), assembling a Reinforcing Ring into the M864 Body and Ogive Assembly, and final Load Assemble and Pack (LAP) of the Projectile, 155mm: Extended Range, DP, M864E1. These M864 Recapitalization processes shall be documented and analyzed to support the M864E1 Materiel Change which will lead to final Type Classification of the Projectile, 155mm: Extended Range, DP, M864A1.

C.1.2 Background

The primary objective of the M864 Recapitalization Program is to field up to 180,000 like new M864 rounds to the Stryker Combat Teams. The current approach to satisfying this requirement is to initially refurbish unserviceable M864 rounds and maximize component reuse from surplus M864 metal parts and unserviceable M483A1 rounds. The M483A1 rounds will primarily be used as a source of grenades. The M42 and M46 dual-purpose grenades presently in the M864 and M483A1 projectiles are very effective in defeating personnel and light materiel targets. However, a small percentage of the large number of grenades dispensed throughout a target area result in duds that are hazardous to friendly troops and personnel. Although the dud rates are relatively low, about 3%, the considerable quantities in which the grenades are deployed leads to excessive accumulation of duds in the target area. This requires an extensive clean-up operation before the area can be safe for practical use. Recognizing this problem, a separate effort funded under this program will replace the current M223 fuze presently used on the M42 and M46 dual-purpose grenades with a fuze that incorporates a self-destruct feature. In doing so, the program addresses the DoD Policy of fielding future submunitions that exhibit a functional reliability of greater than 99%. Prior to entering the M864E1 Materiel Change phase, it is desired to assess the feasibility of all of the Recapitalization processes defined in this SOW. Based on the results of this study, the US Army will determine whether or not to continue with the approach described in section C.1.1.

C.2 Applicable Documents

C.2.1 The following drawings will be made available to the contractor for information purposes only.

TDP 9215220	Projectile, 155mm: HE, M483A1
TDP 9381131	Projectile, 155mm: Extended Range, DP, M864
TDP 8837839	Pallet For Projectile, 155mm, HE Hollow Base Type
13001883	Modified Projectile Subassembly
9381452	Body-Fuze Assembly, Inert, Type PH
9381455	Body-Fuze Assembly, Inert, Type CA
9381453	Body Loading Assembly, Type PH - INERT
9381456	Body Loading Assembly, Type CA - INERT
9381454	Grenade, GP: M46, INERT
9381451	Grenade, GP: M42, INERT
9327872	Fuze, General Purpose Grenade: M223, Inert
13001885	XM236 SDF Interface Control Drawing
13001882	Reinforcing Ring
13001888	ERO Obturator
9388133	Ribbon/Stiffener/Slide Lock For M80 Grenade
9388134	Tape Stiffener Assembly For M80 Grenade
11828926	Filler, Inert

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C.2.2 The following specifications will be made available to the contractor.

MIL-G-48047B	Grenade, GP: M46 Body Assembly, Type CA, For
MIL-G-50546	Grenade, GP: M42 Body Assembly, Type PH, For
MIL-G-50975C	Grenade, HE, GP, M42 Loading and Assembly
MIL-G-70477	Grenades, GP: M42 and M46, Inert Loading, Assembly and Packing
DTL9381131	Detailed Specification for the Projectile, 155mm, ER DPICM M864 Loading, Assembling and Packaging
MIL-STD-1168B	Ammunition Lot Numbering and Ammunition Data Card
MIL-P-48749D	Projectile, 155mm, HE: M483A1 Loading, Assembling And Packing

C.2.3 The following reference documents will be made available for guidance.

ISO 9001:2000	Quality Management System - Requirements
NAS 410	Certification & Qualification of Nondestructive Test Personnel

C.3 Government Furnished Material (GFM)

C.3.1 The following hardware shall be GFM to the contractor in support of this SOW.

- a. Projectile, 155mm; HE, M483A1 (9215220) with pallets
- b. Projectile, 155mm; M864 (9381131) with pallets
- c. Tape - Stiffener Assembly (9215361)
- d. Shim (9215397)
- e. M42, Body Assembly, Type PH (9215343)
- f. M46, Body Assembly, Type CA (9215373)
- g. Grenade Liner (9345266)
- h. XM236 SDF (INERT) (13001885)
- i. Lead Cup (9215329)
- j. Tape Stiffener Assembly For M80 Grenade (9388134)
- k. ERO Obturator (13001888)
- l. Packable Slider Lock (9329680)
- m. Expulsion Charge Assembly (12944315)
- n. Body and Ogive Assembly (9381117-1)
- o. Base Burner Assembly (9381130)

C.4 Contractor Procured Material

C.4.1 The contractor is responsible for procuring the following items and other miscellaneous items not listed as required to support load, assemble and pack (LAP) of M864E1 projectiles.

- a. Cup, Expulsion (9391057)
- b. Packing, Preformed O Ring (MS29513-248)
- c. Packing, Preformed O Ring (MS9068-250)
- d. Packing, Preformed O Ring (9378246)
- e. Washer (MS27183-4)
- f. Pad, Rubber (9381113)
- g. Fuze, General Purpose Grenade: M223, Inert (9327872)
- h. Stencil Ink
- i. Lubricants
- j. Sealants
- k. Reinforcing Ring (13001882)
- l. Filler, Inert (11828926)

C.5 LAP Requirements for Recapitalization Feasibility

C.5.1 The contractor shall develop and demonstrate a download process representative of production utilizing two hundred fifty six (256) M864 projectiles from GFM selective lot numbers. In addition to the (256) M864 projectiles, eight (8) Body and Ogive Assemblies and eight (8) Base Burner Assemblies are provided for setup and process development. This process must demonstrate the potential to support the LAP of thirty thousand (30,000) M864A1 projectiles per year. The contractor shall demonstrate a process that downloads the HE M42/M46 grenade cargo from the projectile without inflicting any damage to the grenades or any section of the outside or inside of the projectile. The quality of projectile features such as surface finish, all threads, and other critical features must remain intact.

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This process shall include removal of projectile from pallet, removing Shipping Plug, Expulsion Charge Assembly, Expulsion Cup, Obturator, and Base Burner Assembly from projectile. All processes shall be conducted in accordance with (IAW) a Safety Operating Procedure (SOP) supplied by the contractor. Following the download procedure, the contractor shall clean and inspect the threads at the interface of the projectile body and Base Burner Assembly and document any damage. All ancillary hardware downloaded to include conforming wood pallets and Lifting Plugs shall be kept for future LAP of M864E1 projectiles and M864A1 Recapitalization stockpile. Rubber Pad, Shims, Expulsion Cup, Obturator, and O Rings shall be set aside for scrap. Expulsion Charge Assemblies shall be demilitarized by the contractor. Protection of the Base Burner Assembly threads shall be provided after disassembly from the projectile. All Base Burner Assemblies shall be separated according to their corresponding lot numbers. Body and Ogive Assemblies, and M42/M46 grenade cargo shall be separated according to the M864 projectile lot number from which they were downloaded.

C.5.2 The contractor shall develop and demonstrate a download process representative of production utilizing two hundred fifty six (256) M483A1 projectiles from GFM selective lot numbers. This process must demonstrate the potential to support the LAP of thirty thousand (30,000) M864A1 projectiles per year. The contractor shall demonstrate a process that downloads the HE M42/M46 grenade cargo from the projectile without inflicting any damage to the grenades. This process shall include removal of projectile from pallet, removing Shipping Plug, Expulsion Charge Assembly, Expulsion Cup, and Base. All processes shall be conducted IAW a Safety Operating Procedure (SOP) supplied by the contractor. Grenades, Adapters, Splines, Sleeves, Spacers, conforming wood pallets, and Lifting Plugs shall be kept for future LAP of M864E1 projectiles and M864A1 Recapitalization stockpile. Expulsion Charge Assemblies shall be demilitarized by the contractor. All remaining components shall be set aside for scrap. M42/M46 grenades shall be separated according to the M483A1 projectile lot number from which they were downloaded.

C.5.3 The contractor shall develop and demonstrate a process representative of production for removing the grenade stabilizer and M223 fuze from M42/M46 grenades utilizing HE M42/M46 grenades downloaded in sections C.5.1 and C.5.2. This process must demonstrate the potential to support the LAP of thirty thousand (30,000) M864A1 projectiles per year. The process shall also leave the grenade studs in a configuration whereby the GFM Inert SDF design can be attached and meet all structural requirements specified on drawings 9381452 and 9381455, when tested IAW MIL-G-70477. Once the stabilizer and fuze are removed, all grenade body loading assemblies shall be separated according to their corresponding M864 projectile lot number from which they were downloaded and placed in vacuum barrier bags for storage. Remaining grenade stabilizers and Packable Slider Locks shall be set aside for scrap. All non-conforming M42/M46 grenades from this process and M223 fuzes shall be demilitarized by the contractor.

C.5.4 The contractor shall build four thousand eight hundred (4,800) Grenade, GP: M42, INERT IAW drawing 9381451 and MIL-G-70477. Body Loading Assemblies for these grenades shall use Grenade Liner, drawing 9345266 in place of Cone, drawing 9215346. In addition, all Body Loading Assemblies shall use Lead Cups.

C.5.5 The contractor shall build two thousand four hundred (2,400) Grenade, GP: M46, INERT IAW drawing 9381454 and MIL-G-70477. Body Loading Assemblies for these grenades shall use Grenade Liner, drawing 9345266 in place of Cone, drawing 9215346. In addition, all Body Loading Assemblies shall use Lead Cups.

C.5.6 The contractor shall remove the stabilizer and INERT M223 fuze from all seven thousand two hundred (7,200) INERT M42 and M46 grenades assembled in section C.5.4 and C.5.5 using the process developed in section C.5.3. All stabilizers and M223 fuzes resulting from this operation shall be set aside for scrap.

C.5.7 The contractor shall assemble INERT XM236 SDFs on all Body Loading Assemblies from section C.5.6. This shall be followed by the attachment and packaging of the grenade stabilizer. These assemblies shall be inspected and tested IAW requirements of MIL-G-70477.

C.5.8 The contractor shall assemble ninety (90) Modified Projectile Subassemblies with the Reinforcing Ring IAW drawing (13001882) and DTL9381131. All Modified Projectile Subassemblies shall use Projectile Subassemblies from section 5.1. The contractor shall use a process representative of production that demonstrates the potential to support the LAP of thirty thousand (30,000) M864 projectiles per year.

C.5.9 The contractor shall LAP forty (40) M864 projectiles IAW drawing (9381131) using Modified Projectile Subassemblies from section C.5.8. Each M864E1 projectile shall consist of INERT M42 and M46 grenades with INERT SDFs from section C.5.7, LIVE Base Burner Assembly from section 5.1, and ERO Obturator (13001888). On the Projectile Body - Base Burner Assembly joint, a sealant conforming to ASTM D 5363 - AN0221 should be used in lieu of the callout for MIL-S-46163 Type I, Grade K. On the Expulsion Cup - Fuze Thread joint, a sealant conforming to ASTM D 5363 - AN0321 should be used in lieu of the callout for MIL-S-46163 Type II, Grade N. All projectiles shall have INITIAL SAFETY TEST stenciled in yellow ink on the projectile body. Following LAP, the contractor shall package projectiles on pallets IAW drawing 8837839 for shipment and marked for the destination in section C.9.1. These projectiles shall be inspected and tested IAW the requirements of DTL9381131.

C.5.10 The contractor shall LAP fifty (50) M864 projectiles IAW drawing (9381131) using Modified Projectile Subassemblies from section C.5.8. Each M864E1 projectile shall consist of INERT M42 and M46 grenades with INERT SDFs from section C.5.7, LIVE Base Burner Assembly from section 5.1, and ERO Obturator (13001888). On the Projectile Body - Base Burner Assembly joint, a sealant conforming to ASTM D 5363 - AN0221 should be used in lieu of the callout for MIL-S-46163 Type I, Grade K. On the Expulsion Cup - Fuze Thread joint, a sealant conforming to ASTM D 5363 -AN0321 should be used in lieu of the callout for MIL-S-46163 Type II, Grade N. Thirty (30) projectiles shall have STRENGTH OF DESIGN TEST stenciled in yellow ink on the projectile body. Following LAP, the contractor shall package projectiles on pallets IAW drawing 8837839 for shipment and marked for the destination in section C.9.1. These projectiles

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shall be inspected and tested IAW the requirements of DTL9381131.

C.5.11 Shipping authorization will be sent under separate cover from the PCO regarding transport to test site.

C.5.12 The contractor shall submit a Final Report (DI-ADMN-80447) identifying any problems experienced during the M864 recapitalization processes demonstrated in this phase. The contractor shall include in this report quantitative statistical analysis showing the performance of the processes outlined in sections C.5.1, C.5.2, C.5.3, C.5.6, C.5.7, C.5.8, C.5.9, and C.5.10 of this SOW. The contractor shall also provide a detailed process map showing the entire recapitalization process, from receipt of hardware through final shipment of projectiles. This map shall show the details of the processes outlined in sections C.5.1, C.5.2, C.5.3, C.5.6, C.5.7, C.5.8, and C.5.9, and C.5.10 of this SOW. In addition, the contractor shall also address a plan to ramp-up to thirty thousand (30,000) M864A1 projectiles per year and project scrap rates for the critical processes.

C.6 Quality

C.6.1 Quality Management System - The contractor shall maintain a quality management system in accordance with ISO 9001:2000 (excluding paragraph 7.3 Design and Development) or equivalent. If the contractor desires to utilize an alternate quality management system, a request shall be submitted to the Contracting Officer for approval. The contractor will allow Government officials access to prime and subcontractor facilities so that regulatory surveys, inspections and investigations may be conducted.

C.6.2 Quality Program Plan - The contractor shall maintain a documented quality program plan IAW the contractors quality management system. The plan shall include sections covering Inspection, Test, Critical Defect Program, Acceptance Inspection Equipment (AIE), Process Control Documentation, and Rework. This document shall be available for Government review upon request.

C.6.2.1 Self Destruct Fuze - The contractor shall prepare a plan to inspect every grenade with a self-destruct fuze mechanism to assure that the self-destruct mechanism has not been triggered prior to assembly into the projectile and that all safety devices are present and properly assembled.

C.6.3 Critical Characteristics / Critical Nonconformances

Critical Nonconformance Control Provisions

Contractor's Production Process

The contractor's production process shall be designed to prevent the creation of a critical nonconformance (level I or II). The contractor is responsible for all equipment, procedures and other factors relating to critical characteristics.

Level I or II Critical Nonconformance Found

- In the event a level I or II critical nonconformance is found anywhere in the production process, the contractor shall ensure:
- a. The nonconforming item is positively identified and segregated to ensure there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent nonconforming analysis.
 - b. The operation that produced the nonconforming component or assembly and any other operations incorporating that component or assembly are immediately stopped.
 - c. Immediate notification of the occurrence of a critical nonconformance is made to the government (DI-SAFT-80970A).
 - d. Any suspect material (material in process that may contain the same nonconformance) is identified, segregated and suspended from any further processing.
 - e. An investigation is conducted to determine the cause of the nonconformance and required corrective actions. Positive corrective action is required. A report of the investigation shall be submitted to the government (DI-SAFT-80970A).
 - f. An investigation is conducted with regard to suspect material to ensure there is no possibility of a critical nonconformance being present. A report of this investigation shall be submitted to the government (DI-SAFT-80970A).
 - g. Restart of production or use of any suspect material shall not occur without authorization from the procuring activity (DI-SAFT-80970A).

C.6.4 Protection of the rotating band. Care shall be exercised at all times so that the rotating band of each projectile will not be nicked or burred.

C.6.5 Production Process Documentation - The contractors quality program plan shall include the submission of Production Process Documentation (PPD) to the address specified in Section G. The contractor shall be responsible for the accuracy of the PPD including a means of assuring correctness and control of changes. This documentation shall be available for TACOM-ARDEC review at the site where the operation described is performed. The PPD shall contain detailed information regarding the process parameters, procedures and equipment used. Any conflict as to the adequacy of the instructions to provide a uniform, homogeneous product shall be resolved to the satisfaction of the PCO. Once established and approved by the PCO, any changes to the facility, equipment or process shall be submitted to the PCO for review and approval prior to the implementation of the change.

C.6.6 Radiographic procedures. Radiographic procedures, standards and sample radiographs shall be submitted to the government (DI-MGMT-

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- 81580).
- C.6.7 Certification of Non-Destructive Test (NDT) Personnel. All personnel operating or calibrating NDT equipment shall be qualified and certified in accordance with NAS-410. Qualification to other standards must be submitted to and approved by address specified in section G of request for proposal (RFP).
- C.6.8 Quality Deficiency Report - The contractor shall submit Product Quality Deficiency Reports (PQDRs) for any defective Government Furnished Material (GFM) utilized on this contract (DI-QCIC-80736).
- C.6.9 Submission of contractor acceptance inspection equipment (AIE) designs for approval. The contractor shall submit designs of all inspection and test equipment used to perform examinations and test per required specifications (DI-DRPR-81006A, tailored). The contractor shall establish and maintain a documented system for the identification and approval of AIE. The Government reserves the right to disapprove, at any time during the performance of this contract, the use of any AIE not meeting the requirements of the approved documentation.
- C.6.10 Submission of Lot Numbers and Data Cards: Ammunition Lot Numbers and Data Cards: Ammunition Lot Numbers and Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168B and DI-MISC-80043A and shall follow the format required by the worldwide web application identified as WARP or Worldwide Ammunition-data Repository Program at <http://aeps.ria.army.mil/aepspublic.cfm>. Additional details on WARP are provided as an attachment to the contract. Prior to gaining Access to WARP, contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a user name and password for the Army Electronic Product Support (AEPS) network.
- C.6.11 Accident/Incident Report - The contractor shall report (DI-SAFT-81563) immediately any major accident/incident (including fire) resulting in any one or more of the following: Causing one or more fatalities, or one or more disabling injuries; Damage of Government property exceeding \$10,000; Affecting program planning or production schedules; Degrading the safety of equipment under contract, such that personal injury or property damage may be involved; Identifying a potential hazard requiring corrective action. The contractor shall prepare the report for IAW DI-SAFT-81563 for each incident IAW CDRL.
- C.6.12 Government Furnished Material (GFM) Inventory Status - The contractor shall provide a status of Government supplied material (DI-MGMT-80438B). At a minimum, this shall include material balance at the start of contract, and material balance at the end of the contract. Material shall be identified by condition code and lot number where possible. The GFM inventory data file (Microsoft Excel) in contractors format shall be submitted electronically to address specified in section G of RFP.
- C.6.13 Hazard Classification - For energetic materials or energetic items from a foreign country, the foreign company shall provide specific hazard classification information. This specific hazard classification information should include, as a minimum, a letter from the competent authority which is issued in accordance with Part 2, Chapter 2.0 and Chapter 2.1, paragraph 2.1.2 of the United Nations - Transport of Dangerous Goods, ST/SG/AC.10/1/Latest Revision and approves the hazard and a compatibility group assignment and assign the appropriate shipping name to the energetic material or energetic item. If available, the test data from running UN Test Series 4(a), 4(b) (ii), 6(a) or 6(b) and 6(c) should be obtained. The above information and test data shall be provided IAW (DI-MISC-80508A), Technical Report.
- The contractor shall utilize the capability of TACOM-ARDEC to obtain Interim Hazard Classification (IHC) for shipment of R&D quantities of energetic materials or energetic item in support of this contract. The contractor will need to provide technical data to TACOM-ARDEC 60 days prior to shipment of energetic materials or energetic items. The necessary data is explained in Army Technical Bulletin (TB) 700-2 (DI-SAFT-81299B) Tailored. DOT and UN serial number information and packaging method is available in Title 49, Code of Federal Regulations (CFR). The explosive weight for quantity-distance determination is obtained using the guidance of paragraph 15.4 of AMC-R385-100.
- C.7 Packaging
- C.7.1 All projectiles shall be packaged and shipped on pallets IAW 8837839.
- C.8 Other Requirements
- C.8.1 Projectiles shall be marked IAW assembly drawing 9381131 and applicable standards and guidelines as required in INERT and HE loading.
- C.8.2 All INERT grenades shall be properly marked IAW assembly drawing 9381453 and 9381456.
- C.8.3 The contractor shall store all material designated for stockpile until further dispensation is provided by the USG.
- C.9 Distribution of Material
- C.9.1 All projectiles shall be shipped to:

Name of Offeror or Contractor:

Transportation Officer
U.S. Army Yuma Proving Grounds
Attn: STEYP-LO-A
Yuma, Arizona 85365-9103

C.9.2 Project number and test director will be provided at a later date.

I(CS6100)

C-2	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	OSC		

(End of Clause)

(CS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0161 MOD/AMD	Page 11 of 41
Name of Offeror or Contractor:		

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with:

D.1 COMMERCIAL PACKAGING REQUIREMENTS

1 Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2 Unit package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

2.2 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

3. Intermediate Package

3.1 Intermediate Packaging - The use of intermediate packaging shall be used particularly when such use enhances handling and inventorying. Intermediate packaging is required whenever the quantity is over one (1) gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages - and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

5. Unitization - Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 20 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable to allow for safe handling during storage and shipment, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height.

6. Marking - In addition to any special markings called out by the contract, all unit packages, intermediate packs, exterior shipping containers, and unitized loads (if applicable) shall be marked in accordance with MIL-STD-129N (Standard Practice for Military Marking). Shelf-life items and other material susceptible to deterioration in storage must be date marked to aid in first-in/first-out issuing of supplies. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. If bar code markings are specified in the contract, they shall be in accordance with uniform symbology specification code 39 format and contain the information as specified in MIL-STD-129N.

7. Hazardous Materials - In addition to the general instructions listed above, hazardous materials or items are also subject to all

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Name of Offeror or Contractor:

applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin, the U.S. Competent Authority, and in accordance with regulations of all applicable carriers.

8. Wood Packaging Materials - The following applies if heat-treatment of wood is specified in the contract. All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

9. Quality Assurance -The contractor's standard commercial packaging methods shall be the methods described in its Quality System manual or other written media which are based on the elements of ISO 9001:2000.

(End of clause)

(DS6303)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- (x) ISO 9001:2000; Dated 12/15/00 exclusions in Para. 7.3 permitted
- () ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Joint Munitions Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-4	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance

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Name of Offeror or Contractor:

Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-5	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	OSC		

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of Clause)

(ES7010)

E-6	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

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Name of Offeror or Contractor:

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
	<u>SECTION F - DELIVERIES OR PERFORMANCE</u>		
F. 1	52.211-8	Time of Delivery. (JUN 1997)	

(a) The Government desires that delivery to be made according to the following schedule.

ITEM NO.	DESCRIPTION	FY	QUANTITY	DESTINATION	WITHIN WEEKS AFTER DATE OF AWARD
0001	Feasibility Study,Projectiles (IAW C.5.9 & C.5.10)	04	90	YPG	36
0002	Final Report, IAW C.5.12 (CDRL A001)	04	1	Picatinny	36

The government desires completion of this requirement within the time stated above. Offerors are advised however, that this is the desired schedule, not a mandatory schedule. Offerors are required to submit proposals in accordance with the Section L. requirements. Those proposals will be evaluated and rated in accordance with Section M. The offeror shall provide their proposed schedule below. The proposed schedule shall be consistent with the plan required in Section L.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	WITHIN WEEKS AFTER DATE OF CONTRACT AWARD
0001	_____
0002	_____

*** END OF NARRATIVE F 001 ***

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA
~~SECTION G - CONTRACT ADMINISTRATION DATA~~

G.1.0 PAYMENT

Payment shall be made to the remit-to address shown on the invoice as authorized by the contractor.

G.2.0 CONTRACT ADMINISTRATION DATA

The primary point of contact responsible for management of this solicitation/contract is as follows:

Procuring Contracting Officer: Mr. Norman Brown

Mailing Address:

HQ, Joint Munitions Command
ATTN: AMSJM-CCA-R/Mr. Norman Brown
Bldg 350
Rock Island, IL. 61299-6000

Email: Norman.Brown1@us.army.mil <mailto:tim.joens@us.army.mil>
DSN 793-3709
Commercial: 309-782-3709
Facsimile: ?????

AND

DEPARTMENT OF THE ARMY
OPM CAS
ATTN: SFAE-AMO-CAS/Mr. Tim Joens
PICATINNY ARSENAL, NJ 07806-5000
Email: tjoens@Pica.army.mil <mailto:tjoens@Pica.army.mil>
DSN 880-2513
Commercial: 973-724-2513
Facsimile: 973-724-2048

G.3.0 MAILING ADDRESSES

G.3.1 DD Form 250:

Copies of each DD Form 250 shall be sent either hard copy or
Via electronically to:

HQ, Joint Munitions Command
ATTN: AMSJM-CCA-R/Mr. Norman Brown
Bldg 350
Rock Island, IL. 61299-6000

For electronic transfer send to the following address:
Norman.Brown1@us.army.mil

AND

DEPARTMENT OF THE ARMY
OPM CAS
ATTN: SFAE-AMO-CAS/Mr. Tim Joens
PICATINNY ARSENAL, NJ 07806-5000

For electronic transfer send to the following address: tjoens@Pica.army.mil <mailto:tjoens@Pica.army.mil>

G.3.2 Copies of the Final Report (SOW C.5.12, IAW DI-ADMN-80447) shall be delivered to:

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Name of Offeror or Contractor:

HQ, Joint Munitions Command
ATTN: AMSJM-CCA-R/Mr. Norman Brown
Bldg 350
Rock Island, IL. 61299-6000
Email: Norman.Brown1@us.army.mil <mailto:tim.joens@us.army.mil>

AND

DEPARTMENT OF THE ARMY
OPM CAS
ATTN: SFAE-AMO-CAS/Mr. Dave Kondas
PICATINNY ARSENAL, NJ 07806-5000
Email: dkondas@pica.army.mil <mailto:tim.joens@us.army.mil>

AND

DEPARTMENT OF THE ARMY
TACOM/ARDEC
ATTN: AMSTA-AR-FSA-P/Mr. Ed Ackerman
PICATINNY ARSENAL, NJ 07806-5000
Email: jdonini@pica.army.mil

G.3.3 Copy of Ammunition Data Cards (SOW C.6.10) shall be addressed IAW DI-MISC-80043A.

G.3.4 Address for Production Process Documentation (SOW C.6.5):

HQ, Joint Munitions Command
ATTN: AMSJM-CCA-R/Mr. Norman Brown
Bldg 350
Rock Island, IL. 61299-6000
Email: Norman.Brown1@us.army.mil <mailto:tim.joens@us.army.mil>

AND

DEPARTMENT OF THE ARMY
TACOM/ARDEC OPM CAS
ATTN: SFAE-AMO-CAS/Mr. Tim Joens, Mr. Dave Kondas
PICATINNY ARSENAL, NJ 07806-5000
Email: tjoens@pica.army.mil <mailto:tjoens@pica.army.mil>
Email: dkondas@pica.army.mil <mailto:tim.joens@us.army.mil>

AND

DEPARTMENT OF THE ARMY
TACOM/ARDEC
ATTN: AMSTA-AR-FSA-P/Mr. Joe Donini, Mr. Ed Ackerman
PICATINNY ARSENAL, NJ 07806-5000
Email: jdonini@pica.army.mil <mailto:jdonini@us.army.mil>
Email: edwin.r.ackerman@pica.army.mil <mailto:edwin.r.ackerman@us.army.mil>

AND

DEPARTMENT OF THE ARMY
TACOM/ARDEC
ATTN: AMSTA-AR-QAA-R/Mr. Peter Czachorowski, Ms. Rebecca Kolibas
PICATINNY ARSENAL, NJ 07806-5000
Email: peter.j.czachorowski@pica.army.mil <mailto:peter.j.czachorowski@us.army.mil>
Email: rkolibas@pica.army.mil <mailto:peter.j.czachorowski@us.army.mil>

G.3.5 Address for Distribution of Material (SOW C.9):

Transportation Officer
U.S. Army Yuma Proving Grounds
Attn: STEYP-LO-A, Test Director
Yuma, Arizona 85365-9103
Project Number: TBD
Project Test Director: TBD

G.3.6 Address for Certification of Non-Destructive Test Personnel (SOW C.6.7)

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Name of Offeror or Contractor:

DEPARTMENT OF THE ARMY
TACOM/ARDEC
ATTN: AMSTA-AR-QAA-R/Mr. Peter Czachorowski, Ms. Rebecca Kolibas
PICATINNY ARSENAL, NJ 07806-5000
Email: peter.j.czachorowski@pica.army.mil <<mailto:peter.j.czachorowski@us.army.mil>>
Email: rkolibas@pica.army.mil <<mailto:peter.j.czachorowski@us.army.mil>>

G.3.7 Government Furnished Material (GFM) Inventory Status. (SOW C.6.12) shall be addressed IAW DI-MGMT-80438B.

DEPARTMENT OF THE ARMY
TACOM/ARDEC OPM CAS
ATTN: SFAE-AMO-CAS/Mr. Dave Kondas
PICATINNY ARSENAL, NJ 07806-5000
Email: dkondas@pica.army.mil <<mailto:tim.joens@us.army.mil>>

AND
DEPARTMENT OF THE ARMY
TACOM/ARDEC
ATTN: AMSTA-AR-QAA-R/Ms. Rebecca Kolibas
PICATINNY ARSENAL, NJ 07806-5000
Email: rkolibas@pica.army.mil <<mailto:peter.j.czachorowski@us.army.mil>>

AND
DEPARTMENT OF THE ARMY
TACOM/ARDEC
ATTN: AMSTA-AR-FSA-P/Mr. Joe Donini
PICATINNY ARSENAL, NJ 07806-5000
Email: jdonini@pica.army.mil <<mailto:jdonini@us.army.mil>>

*** END OF NARRATIVE G 001 ***

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.245-4506 OSC	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	Schedule of Government Furnished Property		

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 003 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 003 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 003 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-2	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
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(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0161 MOD/AMD</p>	<p style="text-align: center;">Page 21 of 41</p>
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Name of Offeror or Contractor:

H-3

252.247-7024

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

NOV/1995

DFARS

(End of clause)

(HA7503)

H-4

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

OSC

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ☐ YES ☐ NO

If YES, give name of rail carrier serving it:

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address:

Serving Carrier:

(End of Clause)

(HS7600)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-16	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-17	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-18	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-19	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-21	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-23	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-24	52.232-1	PAYMENTS	APR/1984
I-25	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-26	52.232-11	EXTRAS	APR/1984
I-27	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-28	52.232-17	INTEREST	JUN/1996
I-29	52.232-25	PROMPT PAYMENT	MAY/2001
I-30	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-31	52.233-1	DISPUTES	JUL/2002
I-32	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-33	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-34	52.242-13	BANKRUPTCY	JUL/1995
I-35	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-36	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE IV (APR 1984)	AUG/1987
I-37	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-38	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-39	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)(CLASS DEVIATION 99-00012)	DEC/1989
I-40	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-41	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-42	52.248-1	VALUE ENGINEERING	FEB/2000
I-43	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-44	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-45	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-46	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-47	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-48	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-50	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 23 of 41
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Name of Offeror or Contractor:		

	Regulatory Cite	Title	Date
	DFARS		
I-51	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-52	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
	DFARS	GOVERNMENT OF A TERRORIST COUNTRY	
I-53	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS	APR/1996
	DFARS	SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-54	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
	DFARS		
I-55	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
	DFARS		
I-56	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
	DFARS		
I-57	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-58	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-59	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-60	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
	DFARS		
I-61	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-62	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-63	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-64	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-65	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-66	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-67	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-68	52.243-7	NOTIFICATION OF CHANGES	JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-69 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

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Name of Offeror or Contractor:

(End of clause)

(IF7016)

I-70 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-71 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

Name of Offeror or Contractor:

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-72	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	OSC		
AUTHORITY OF GOVERNMENT REPRESENTATIVE			
52.201-4500	OSC		(FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CRDLS	04-JUN-03	005	
Attachment 001	TDP'S/DWGS/MIL-SPECS			
Attachment 002	DD FORM 2356		001	
Attachment 003	LIST OF GOVERNMENT FURNISHED MATERIAL		001	
Attachment 004	DOCUMENT SUMMARY LIST (DSL)??		002	
Attachment 005	GUIDANCE ON CDRL		002	
Attachment 006	IOC FORM 715-3	01-FEB-96	003	
Attachment 007	SFLLL		003	
Attachment 008	IOC 715-4		001	

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is -1- (insert SIC code).			
(2) The small business size standard is -2-(insert size standard).			

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6003)

K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)	APR/2002
(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:			

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Name of Offeror or Contractor:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____
_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(d) Taxpayer Identification Number (TIN).

- () TIN:
() TIN has been applied for.
() TIN is not required because
() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
() Offeror is an agency or instrumentality of a foreign government;
() Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

- () Sole proprietorship
() Partnership
() Corporate entity (not tax-exempt);
() Corporate entity (tax-exempt);
() Government entity (Federal, State, or local);
() Foreign government
() International organization per 26 CFR 1.6049-4;
() Other

(f) Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
() Name and TIN of common parent:
Name:
TIN:

Name of Offeror or Contractor:

(End of Provision)

(KF7043)

K-7 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ____ is a women-owned business concern.

(End of provision)

(KF7022)

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(End of provision)

(KF7003)

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ()

are not ()

Name of Offeror or Contractor:

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()
has not (),
within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-10	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
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(End of provision)

(KF7035)

K-11	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-12	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

() has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

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Name of Offeror or Contractor:		

(KF7020)

K-13 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
 DFARS

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-6	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-7	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates reserves the right of awarding up five (5) firm fixed price contracts resulting from this solicitation.

(End of Provision)
(LF6008)

L-8	52.211-4510 AMC	PARTNERING	AUG/2001
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***The principal government representatives for this effort will be determined after award.

(End of Provision)

(LM6100)

L-9	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-10	15.403-5(A)	COST DATA BREAKDOWN	OCT/1997
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(End of Provision)

(LF7012)

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Name of Offeror or Contractor:		

L-11 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L.1 Section L Instructions to the Offerors

L.1.1 General Information

The contracts resulting from this solicitation will be awarded using the best value process, inclusive of a past performance evaluation. The government intends to evaluate proposals and award up to five (5) contracts from this solicitation. Each initial offer should contain the offerors best terms from a technical/management, price, past performance, and small business standpoint. The proposal shall be presented in sufficient detail to allow Government evaluation of response to the requirements of the RFP. Proposals pertaining to Technical/Management and Small business Utilization shall be evaluated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions for these factors not supported by material provided in the proposal will not be considered or used as a basis for evaluation. However, the Government's evaluation of Past Performance may include data/information from sources other than those provided with the offerors proposal.

The Government reserves the right to award without discussions or to conduct discussions if later determined by the Contracting Officer to be necessary in accordance with FAR 15.306 (a)(3).

L.1.2 Format

This solicitation will make use of a combination of written and electronic proposals. The offeror must address all evaluation criteria. Failure to submit all required information in the format directed may lead to a determination that the proposal be considered unacceptable. The proposal shall consist of the following:

L.1.2.1 2 signed and completed copies of Standard Form (SF 33 and continuations filled in as directed, i.e., proposed price in Section B, certifications in section K, etc.

L.1.2.2 1 hard copies and 5 electronic (CD-ROM or diskette) copies of the technical/management area.

L.1.2.3 1 hard copies and 5 electronic copies (CD-ROM or diskette) of past performance information.

L.1.2.4 1 hard copies and 2 electronic copies (CD-RM or diskette) of Small Business Utilization information.

L.1.3 Preparation Instructions:

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L.1.3.1 General Instructions: The offerors technical/management, past performance, and small business utilization information sections of the proposals shall be submitted in severable parts, as set forth below. All information pertaining to technical/management, price, past performance, and small business utilization shall be confined to its appropriate part. The parts will be identified as follows:

PART I - Technical/Management

PART II - Past Performance

PART III - Small Business Utilization

Price: Proposed price shall be entered only in the space provided in Section B of the RFP.

The proposal shall be as brief as possible, consistent with complete submission. Pages should not exceed 8 inches in width by 11 inches in length; however, foldout pages depicting such items as networks or factory layouts may be used.

L.1.4 Information to be submitted:

Offerors shall provide information for each Factor and Subfactor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to made a Best Value assessment of the offerors Technical/Management, Price, Past Performance, and small Business Utilization.

L.1.4.1 PART I - Technical/Management Area

The plan shall describe the following processes/procedures needed to perform the Feasibility Study SOW, and must include a description of facilities, equipment, capacities.

Offeror is responsible for including sufficient details to permit a complete and accurate evalaution of the proposal from a technical/management.

L.1.4.1.1 155 DPICM Maintenance/Rework Process

Describe technical plan for removal of M864 Base Burner Assembly, including mitigation of risk of damage to either the Base Burner Assembly or the Projectile Body.

Describe plan for download of grenades, safing and handling procedures should provide a detailed technical process description of process and required tooling to safely remove grenades from projectile, including procedure for safing the M223 fuze for transport. Describe prior experience of downloading M42/M46 grenades from DPICM projectiles.

Provide plan for M223 Fuze removal and disposal, and Self Destruct Fuze Attachment. Describe process and tooling required for stabilizer and fuze removal, plan for transitioning the fuze removal process into high rate production. Technically describe the attachment method for the SDF. Identify prior experience with M223 Fuze removal, disposal, and SDF attachment.

Describe SOP for handling inadvertently armed M223 and Self Destruct Fuzes and provide any prior experience using the M223 fuze or SDFs in a load plant environment.

Describe plan for Upload of Self Destruct Fuzed grenades into projectile. Include plan for integrating upload of SDF Fuzed M42/M46 grenades into standard high rate projectile LAP equipment and identify required tooling modifications.

Describe plan for incorporation of Body to Ogive Reinforcing Ring. Describe equipment to be used and how the process would be integrated into M864 LAP workflow.

L.1.4.1.2 Quality

Describe plan for protection of rounds/assemblies, including method of protection for projectile cavity, exterior body, threads, and rotating band. Address protection of grenade body, shape charge liner, base burner threads and exterior.

Describe quality system to include use of analysis of variable data and SPC to control process where applicable. Describe in-process inspection and how critical defects will be handled.

Describe M864 LAP inspection operations including inspection equipment and methods that will meet dimensional inspection, non-destructive and destructive testing required for the M864.

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L.1.4.1.3 Schedule: Offerors should provide their best (soonest) proposed schedule to complete the feasibility study. Offerors should provide a detailed timeline/milestone chart that demonstrates the schedule is realistic and achievable.

L.1.4.1.4 Personnel: Offerors should describe their experience with downloading and loading of complex ballistic, cargo munitions similar to the M864, including fuze removal and attachment of new fuzing.

L.1.4.2 Past Performance:

L.1.4.2.1 General: For the purpose of submitting proposals, recent is defined as occurring with the past three years prior to the solicitations initial closing date. Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform the M864 Feasibility Study SOW. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services.

L.1.4.2.2 The following information shall be submitted for each recent, relevant contract:

Name of Contracting Activity
Contract Number
Contract Type (fixed price, cost reimbursable, etc)
Total Contract Value
Description of work or NSN, Part Number and how it is relevant
Contracting Officer/contract manager, current telephone number, and current email address
Administrative Contracting Officer, current telephone number, and current email address.
A brief summary of each contract cited, addressing the following:

On-time Deliveries: Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled to be made, and deliveries rescheduled to be made during the period of recent past performance. Include all supporting information for verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above.

Quality: Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The offeror is required to disclose information about Request for Waivers (RFWs), Requests for Deviation (RFDs), Quality Deficiency Reports, First Article Test Failures, and or other quality, or Quality Program related problems. The submission must be clear and concise when describing any quality deficiency, and state the corrective action taken and when it was implemented. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made.

L.1.4.3 Small Business Utilization

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) The offeror is to provide names, products/services and estimated dollar value and type of SB and HBCU/MIs who would participate in the proposed contract in the format below.

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SB TYPEESTIMATED \$ VALUEPRODUCT/SERVICECOMPANY NAMETOTAL SB \$

(b) Large business offerors, where FAR 52.219-9 applies, shall identify the total subcontracting dollars.

(c) Realism - All offerors are to provide a detailed description of their methods used to promote and utilize small business, as prescribed by FAR 52.219--8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items:

(i) A description and available documentation of the methods employed to promote small business utilization, and;

(ii) A description of the internal methods used to monitor small business utilization.

(iii) Large business offerors shall document their performance, using information as prescribed by FAR 52.219-9 Small Business Subcontracting Plan., in contracts within three years prior to the initial solicitation closing date, for the same or similar items.

This documentation shall include their actual performance in utilizing SB and HBCU/MI contractors. The documentation shall include the final or most recent SF 294 for each relevant contract. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

1. Technical/Management Area
2. Price
3. Past Performance
4. Small Business Utilization

Technical/Management is significantly more important than Price. Price is slightly more important than Past Performance, which is significantly more important than Small Business Utilization.

Subfactors and their relative importance are identified in Clause MF6025.

(End of Provision)

(MF6012)

M-2	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
<ol style="list-style-type: none"> 1. Basis for Award: <ol style="list-style-type: none"> A. The Government intends to make up to five (5) firm fixed priced awards under the solicitation. B. The Government will determine which offerors can best accomplish the requirements set forth in this solicitation. In making this determination, the Government will conduct an integrated assessment to determine the best value to the Government using the criteria outlined in this section. C. The Government will make awards to the offerors whose proposal represents the best value to the Government, considering the relative difference in evaluated technical/management capability, recent and relevant past performance and small business utilization as compared to price. For the purpose of submitting proposals, recent is defined as occurring within the past 3 years prior to the solicitations initial closing date. Relevant is defined as contracts demonstrating technical/management capabilities similar to those required to perform the M864 Feasibility Study SOW. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item/service is the same or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. D. The Government will rank the proposals according to which represent the best value. The Government will make up to five (5) awards, based on those proposals that are determined most likely to meet the Technical/Management requirements at an acceptable level of performance risk and price. Integration of the Technical/Management area with the total evaluated price, performance risk assessment, and Small Business Utilization could result in awards to offerors other than those with the lowest price/estimated cost. The number of awards may also be limited to less than five (5) due to availability of funds. 			

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E. The major evaluation factors and their relative order of importance are:

- (1) Technical/Management Area
- (2) Price
- (3) Past Performance
- (4) Small Business Utilization

Technical/Management is significantly more important than price, which is slightly more important than Past Performance, which is significantly more important than Small Business

All other factors when combined are significantly more important than price.

F. Technical/Management (Factor): Within the Factor of Technical/Management, the Government will evaluate the following subfactors:

- (1) Subfactor: 155 DPICM Maintenance/Rework Process
- (2) Subfactor: Quality:
- (3) Subfactor: Schedule
- (4) Subfactor: Personnel

155 DPICM Maintenance/Rework is slightly more important than Quality, which is significantly more important than Schedule and Personnel, which are equal.

G. Price (Factor): Price is an evaluation factor. Evaluated price includes the offered price for completion of the SOW, plus any other price related factors specified in the RFP (such as the evaluation factor for use of Government Owned Plant/Equipment and/or transportation evaluation factors.

H. Past Performance (Factor): The government will perform a risk assessment for the following subfactors based on the offerors past performance:

- (1) Subfactor: On-Time Delivery
- (2) Subfactor: Quality

On-Time Delivery and Quality are of equal importance.

I. Small Business Utilization (Factor):

2. Rules for Evaluation:

A. Proposals pertaining to Technical/Management, Past Performance, and Small business Utilization shall be evaluated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions for these factors not supported by material provided in the proposal will not be considered or used as a basis for evaluation. However, the Governments evaluation of Past Performance may include data/information from any sources other than those provided with the offerors proposal.

B. Proposals will be rated on the basis of their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

3.. Evaluation Factors/Process: Proposals shall be evaluated as follows:

A. Technical/Management: The Government will utilize the following sub-factors to determine if the offeror has the technical and management capability/ experience to perform the M864 SOW. This evaluation will become an integral part of the overall offeror capability evaluation. Scoring will be based on a composite rating of the following sub-factors:

- (1) 155 DPICM Maintenance/Rework Process. The offeror will be evaluated on its plan for:
 - (a) Removal of Base Burner Assembly
 - (b) Plan for Download of Grenades, safing and handling procedures
 - (c) Plan for M223 Fuze removal and disposal and SDF Fuze attachment
 - (d) SOP for handling inadvertently armed M223 and SDFs
 - (e) Plan for Upload of Self Destruct Fuzed grenades into projectile
 - (f) Incorporation of Reinforcing Ring into the Body and Ogive Assembly
- (2) Quality. The offeror will be evaluated on :

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- (a) Plan to minimize damage to rounds/assemblies.
- (b) Inspection of Parts
- (c) Control of critical characteristics

(3) Schedule. The offeror will be evaluated on its ability to offer a schedule that is the most favorable, but at the same time realistically achievable.

(4) Personnel: The offeror will be evaluated on its personnel experience in Self Destruct Fuze Load, Assemble, and Pack.

B. Price: The price will be an evaluation factor. Price will be evaluated in accordance with all price related factors specified in the RFP. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable.

C. Past Performance: The Government will evaluate the subfactors of On-Time Delivery and Quality under Past Performance. Sources available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

1) On-Time Delivery: The offeror will be evaluated on its ability to meet the required delivery schedule based on performance against past and current contracts. Reasons for past schedule slippage will also be evaluated.

2) Quality: The offeror will be evaluated on the probability of quality success on this contract based on its recent and relevant past quality performance, with consideration of the following: Offerors RFWs and RFDs will be evaluated to determine if they were caused by shortcomings in the contractors quality program. The offerors QDRs will be evaluated to determine if they were caused by shortcomings in the contractors quality program. Does the offerors quality program response to QDRs, FAT failures, lot acceptance failures, late or disapproved General Quality and Detailed Statistical Process Control (SPC) Plans, disapproved or late Acceptance Inspection Equipment (AIE) submittals and/or other product quality or related problems provide the following: root cause analysis of the deficiency; corrective action(s) to prevent nonconformance and corrective action(s) to repair/rework those stocks effected by the deficiency/nonconformance.

D. Small Business Utilization Plan

(1) The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

Small Business (SB)
Small Disadvantaged Business (SDB)
Women-Owned Small Business (WOSB)
Veteran-Owned Small Business (VOSB)
Service Disabled Veteran-Owned Small Business (SDVOSB)
Historically Underutilized Business Zone Small Business (HUB Zone) hereinafter all to be referred to as SB; and
Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

(2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(3) The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(b) Estimated total dollar amount to Small Businesses, as well as in each of the Small Business categories and HBCU/MIs.

(c) Realism - The Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:

(i) The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, Utilization of Small Business Concerns. SBs and HBCU/MIs are reminded to include their own performance on their contracts.

(ii) For large business offerors, their performance as prescribed by FAR 52.219-9, Small Business Subcontracting Plan. This includes evaluation of the offerors actual performance in meeting SB and HBCU/MI subcontracting

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goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9, will be evaluated against FAR 52.219-8 only.

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

(End of Provision)

(MF6025)

(End of Provision)

M-3 52.217-4500 POSSIBLE COMBINATION OF AWARDS MAR/1988
OSC

This solicitation is for the purpose of allowing the Government to select a single award, or combination of multiple awards, which will satisfy the current M864 Feasibility requirements. The Government expects that one or more offerors participating in this competitive procurement action may be unsuccessful and may not receive any award as a result of this solicitation. It is possible that not more than five award(s) will result from this solicitation. The Government reserves the right to make that combination of awards determined to be in the best interest of the Government, price and other factors considered.

(End of Provision)
(MS6008)

M-4 52.245-4519 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND AUG/1993
OSC RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

☐ Offer is predicated on use of Government property in offeror's possession.
☐ Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors

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propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

- (d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.
- (e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.
- (f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.
- (g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:
- $$\frac{\text{TxRxPxS} = \text{C}}{\text{Q}}$$
- T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).
- R: Rental rate.
- P: Production period (months).
- Q: Quantity of items to be procured.
- S: Pro rata share, if applicable.
- C: Evaluation factor to be added to unit price.
- (h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.
- (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7005)